

Chaclot

2021 Frozen Semen Contract

Terms and Conditions:

*** There are 2 options:**

1. Stud Fee: 500 euro ex. VAT per straw of frozen semen.

- The Stud fee does not include the semen distribution cost.
- All straws purchased under this contract must be used on the mare(s) nominated in this contract.
- ICSI is not permitted under the terms of this contract, but is available under a different contract (Please contact Lozar Stables at +393667129823).
- The mare owner understands that this a non-refundable, non transferable stud fee and no refund will be given under any circumstances.
- The transfer or re-sale of straws covered in this agreement is not permitted. Covering certificates will not be issued without a complete breeding contract. Violation of this commitment is punishable with a penalty of 500 euro for each violation to the buyer who will resell the semen.

2. Covering Fee: 1400 euro ex VAT, 3 inseminations with 2 straws.

- The covering fee is only applicable at our breeding station ERC Indebus. Therefore no straws will be shipped under this covering agreement. Due to the current equine health situation/risks, exceptions can be made to ship the straws to your veterinarian. The purchaser will return the empty straws after use. The covering Fee will be charged in 2 times. 300 euro at first insemination and the additional 1100 euro at the first of October 2021 with live foal guaranty.
- The covering fee does not include additional veterinary and stabling costs.
- When the mare owner is planning to do embryo transfer, he is obligated to inform ERC Indebus, and the complete covering fee will be charged for every obtained pregnancy.
- If the pregnancy is lost during the 2021 season the remaining attempts can be transferred to the upcoming season of 2022 under the same conditions.

***Purchaser agrees to pay the following distribution costs:**

- All Stud fees must be paid in full before any semen will be shipped. Payment must be made to ERC Indebus, (Dennis van Tilburg BVBA).
- All shipping fees including rental and/or filling of shipping container will be charged to the purchaser. ERC Indebus, or Lozar Stables will not be held responsible for semen damaged or lost in shipment or while it is in your or your veterinarian's possession.
- A handling fee of 125 euro ex VAT, will be charged which covers container rental, Liquid nitrogen and technical costs.
- **Warranty:**
 - Neither the stallion owner, nor its agent, ERC Indebus (Dennis van Tilburg BVBA) are responsible for lost, delayed, or damaged semen and make no representations or warranties of any kind with respect to any semen furnished hereunder except that it is from the stallion **CHACLOT**. The owner will deliver semen which will contain at least 30% post-thaw sperm motility. The Purchaser understands and agrees that ERC Indebus (Dennis van Tilburg BVBA) makes no guarantees as to the fertilizing capacity of any semen provided under the terms of this contract.

- The owner nor his agent ERC Indebus will take any responsibility for the correct use of Chaclot's semen and/or the technique of defrosting the semen and/or the artificial insemination service applied by the reproduction center chosen by the purchaser of the semen, as well as the veterinary medical assistance; maintenance of the broodmare and in general everything inherent or related to utilization of the semen.
- Any dispute that may arise between the Parties with regard to interpretation and or execution and or legal effect of the agreement, shall be decided by the Italian Court, applying Italian Law (and when it is possible, Vienna Convention of April 11th, 1980).
- All of the clients details will not be shared with third parties other than ERC Indebus and the owner of Chaclot being Lozar Stables (European Regulation n 679/2016)

Date: _____

Purchaser: _____

Agent: ERC Indebus (Dennis van Tilburg BVBA)

* Do you agree to share your email with Lozar Stables to be part of Chaclot's newsletter and to have your foals pictures on the website! YES/NO

***Purchaser information:**

Name: _____

Adress: _____

Telephone: _____ Email: _____

***Shipping Adress/ Veterinarian:**

Name _____

Adress: _____

Telephone: _____

***Mare Information:**

Name: _____ Studbook UELN: _____

Date of Brith: _____ Sire: _____

Dam: _____ Sire of Dam: _____

Preferred Studbook for Covering Certificate: (Old, SBS, Zangersheide): _____

***Additional Mares:**

Name: _____ Studbook UELN: _____

Date of Brith: _____ Sire: _____

Dam: _____ Sire of Dam: _____

Preferred Studbook for Covering Certificate: (Old, SBS, Zangersheide): _____